

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

CHRISTOPHER PICKENS,)
Plaintiff,) Cause No.
v.)
STATE FARM FIRE & CASUALTY CO.)
An Illinois Corporation,)
SERVE AT:) **JURY TRIAL DEMANDED**
Registered Agent)
CSC-Lawyers Incorporating Service)
Company)
221 Bolivar)
Jefferson City, MO 65101)
Defendant.)

PETITION

COMES NOW Plaintiff and for his cause of action against Defendant herein states to the Court as follows:

1. Plaintiff is and was at all times herein mentioned a resident and citizen of the State of Missouri.
2. Defendant is and was at all times herein mentioned an insurance corporation organized and existing under and by virtue of Illinois law. Defendant's principal place of business is Illinois. Furthermore, Defendant is registered and licensed to transact insurance business in the State of Missouri and maintains offices for the transaction of insurance business throughout the State of Missouri, including specifically within the City of St. Louis. Therefore, venue is appropriate in this Court.
3. This action arises out of a breach of contract against Defendant for breaching the terms of automobile liability policies issued to Plaintiff as an insured, including policy numbers



334737036A, 323934636, 323934736, and 335609136 and specifically, the provisions of the uninsured/underinsured motorist policy contained within the aforesaid policies, which were in full force and effect at the time of the collision described herein. Plaintiff purchased these policies from Defendant while residing in the State of Oklahoma. Oklahoma law, governing the applicability of uninsured/underinsured motorist coverage, will apply to this case.

4. On April 7, 2014, Plaintiff was a passenger in a motor vehicle being driven by his spouse, Tiffany Pickens, on eastbound Interstate 44, in or about Lebanon, Missouri, when the vehicle in which he was a passenger was forced off the roadway by the driver of a tractor-trailer (identity unknown as set forth in detail herein). As a result of the actions of this unknown truck driver, solely or in conjunction with the negligence of driver Tiffany Pickens, the Pickens' vehicle struck an adjacent ditch and rolled before coming to rest.

COUNT I - BREACH OF CONTRACT (UNINSURED MOTORIST)

5. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained and set forth in paragraphs 1 – 4 as if same were fully set forth herein.

6. At the time and place of the aforesaid occurrence, the tractor trailer referenced above failed to stop and therefore, the driver of the subject tractor-trailer is an unknown and unidentified "phantom driver", such that Plaintiff is asserting his personal injury claim as an uninsured motorist claim under the terms and conditions of Plaintiff's automobile liability insurance policies issued by Defendant State Farm which were in full force and effect on the date of this collision.

7. The injuries to Plaintiff, as hereinafter set forth, were as a direct and proximate result of the negligence of the driver of this unidentified, unknown and therefore, phantom vehicle in that said driver drove at an excessive speed, allowed and permitted its tractor and

trailer to travel in the wrong lane of traffic, attempted to pass the Pickens' vehicle on the highway when it was not reasonably safe to do so and failed to keep a lookout, all causing or contributing to cause the tractor-trailer to strike the Pickens' vehicle or by careless driving forced driver Pickens to over steer, losing control of her vehicle.

8. As a direct and proximate result of the aforesaid negligence of this unknown driver, Plaintiff was caused to suffer head trauma, post-concussion syndrome, cervical injuries, back injuries, as well as upper and lower extremity trauma. Plaintiff's diagnosed injuries included related headaches, difficulty with vision, chest pain, rib pain, abdominal pain and nerve pain. Plaintiff's injuries have been painful, progressive and chronic in nature and have significantly impacted and reduced Plaintiff's ability to engage in his normal activity of daily living. Plaintiff has incurred reasonable and necessary medical expenses in excess of \$70,000.00 and will, in all likelihood, incur additional medical bills in the future.

9. As a consequence thereof, Plaintiff brings this cause of action pursuant to the terms of the multiple uninsured motorist policies referenced herein, as well as any additional policies which may become known during discovery. Plaintiff has complied with all conditions precedent on his part to be performed in connection with bringing and asserting this underinsured motorist claim.

10. Plaintiff has complied with all conditions precedent on his part for recovery under the contracts of insurance.

WHEREFORE, Plaintiff prays for judgment against Defendant in a sum to be found reasonable by a jury upon the trial of this case, but for a sum in excess of the \$75,000.00 jurisdictional limit of this Court, as the policy limits applicable to this claim exceed \$75,000.00, costs of this action and for such other and further relief as the Court deems just and proper in the

circumstances.

COUNT II - BREACH OF CONTRACT (UNDERINSURED MOTORIST)

11. Plaintiff re-alleges incorporates herein by reference each and every allegation contained and set forth in paragraphs 1 – 10 as if same with fully set forth herein.

12. In the alternative to the allegations set forth in Count I above, Plaintiff's injuries were caused in whole or in part by the carelessness and negligence of driver Tiffany Pickens in that Tiffany Pickens attempted to pass a vehicle on the roadway way when it was not reasonably safe to do so, failed to keep a careful lookout and over reacted and over compensated for the presence of the unknown tractor-trailer, causing her to lose control of her vehicle, resulting in her vehicle leaving the travel portion of Interstate 44, striking an adjacent ditch and rolling.

13. As a direct and proximate result of the aforesaid negligence of Tiffany Pickens, Plaintiff was caused to suffer head trauma, post-concussion syndrome, cervical injuries, back injuries, as well as upper and lower extremity trauma. Plaintiff's diagnosed injuries included related headaches, difficulty with vision, chest pain, rib pain, abdominal pain and nerve pain. Plaintiff's injuries have been painful, progressive and chronic in nature and have significantly impacted and reduced Plaintiff's ability to engage in his normal activity of daily living. Plaintiff has incurred reasonable and necessary medical expenses in excess of \$70,000.00 and will, in all likelihood, incur additional medical bills in the future.

14. Plaintiff was able to recover the statutory policy limits against driver Tiffany Pickens, as Pickens was insured, pursuant to the terms of Defendant's policy for minimum state required policy limits. As a result, Plaintiff did not receive full and complete compensation for the damages and losses incurred herein as a result of the negligence of Tiffany Pickens. As a consequence thereof, Plaintiff brings this cause of action pursuant to the terms of the

multiple uninsured/underinsured motorist policies referenced herein, as well as any additional policies which may become known during discovery. Plaintiff has complied with all conditions precedent on his part to be performed in connection with bringing and asserting this underinsured motorist claim.

WHEREFORE, Plaintiff prays for judgment against Defendant in a sum to be found reasonable by a jury upon the trial of this case, but for a sum in excess of the \$75,000.00 jurisdictional limit of this Court, as the policy limits applicable to this claim exceed \$75,000.00, costs of this action and for such other and further relief as the Court deems just and proper in the circumstances.

Respectfully submitted,

By:


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